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## ARTICLE I: PURPOSE AND SCOPE OF AGREEMENT

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1. The Bishop Hoban Board of Pastors hereby recognizes the Bishop Hoban Education Association as the sole and exclusive collective bargaining agent for all teachers who are engaged in professional duties in Bishop Hoban High School, exclusive, however, of principals, vice principals, assistant principals, Director of Religious Formation, or anyone functioning in an administrative capacity. "Administrative capacity" shall mean the same as the definition of a "Supervisor" as set forth in the Pennsylvania Public Employee Act, 43 P.S. §1101.301 (6). The Director of Religious Formation, whether lay or religious, may have teaching duties and his/her administrative functions will be limited solely to religious classes or issues of Church Doctrine.
2. The subjects covered by this Agreement are conditions of professional services (wages, hours, and other terms and conditions of employment) of teachers.
3. The Association recognizes that the operation and maintenance of the School is the responsibility of the Board of Pastors and the Diocese of Scranton.
4. The Association recognizes the uniqueness of Bishop Hoban High School and its spiritual commitment to provide the opportunity for Catholic schooling.
5. The Association recognizes the non-profit nature of Bishop Hoban High School and the fact that it possesses no taxing power and is dependent, for the most part, upon the freewill offerings of the people.
6. The Association recognizes that when the terms and conditions of this collective bargaining agreement affect in any way religious teachers or their communities in the School, said Board has the right to consult with the religious teachers and their communities to discuss with them all matters of mutual concern. The Board also recognizes that when the terms and conditions of agreements with religious communities affect in any way the teachers, said Board has the duty to consult with the Association. The Association further recognizes that the religious communities participating in the School

have the right to determine the personnel assignments within these communities insofar as such assignments do not violate the terms of this Agreement.

7. The Board retains the sole right and duty to operate its School in accordance with the philosophy of Christian education, the doctrines, laws, and norms of the Catholic Church. Notwithstanding grievance and arbitration procedures hereinafter specified, any grievance arising from dismissal of a teacher for serious and public immorality and/or public rejection of official doctrine or laws of the Church shall first be discussed orally with the principal. The charge shall then be reduced to writing and presented to the teacher. The teacher or the Association may then file a grievance with the Board. If the grievance is not resolved at the previous level, the teacher or the Association may request arbitration by the Ordinary of the Diocese or his designee whose decision shall be final and binding on all concerned.
8. The Board retains the sole right to operate its school and nothing herein shall be deemed to limit or restrict it in any way in the exercise of all its functions in management operation. This includes the right to make such rules relating to its operation as it shall deem advisable providing they are not inconsistent with the terms of this Agreement.
9. Any son or daughter of a teacher will be expected to participate in school fund raising.